**ALABAMA DEPARTMENT OF COMMERCE**

**REQUEST FOR PROPOSAL**

**401 Adams Avenue, Suite 670**

**Montgomery, AL 36104 334-242-0400**

The Alabama Department of Commerce (Commerce) is requesting proposals from persons or firms interested in serving as Alabama’s EuropeanBusiness Development Representative. The person or firm selected must have knowledge of the local culture, customs and proven ability to recruit business and industry from the primary focus ofGermany but also central Europe. The person or firm selected will be required to reside in Germany or central Europe. Additionally, the person or firm will have the ability to support trade between Alabama and central Europe. The main focus of the representative will be recruiting industry. Persons or firms interested in serving as Commerce’s European Business Development Representative must submit a plan and proposition in accordance with this Request for Proposal.

**1. INFORMATION CONCERNING THE ALABAMA DEPARTMENT OF COMMERCE**

The mission of the Alabama Department of Commerce is to coordinate economic development resources leading to quality job creation and retention throughout Alabama.

Commerce accomplishes its mission through the active recruitment of new industry, support of existing industry in the state, the promotion of trade with other countries, as well as community and rural development efforts.

The ultimate goals are:

* to raise the per capita income in Alabama;
* to improve the quality of life for our citizens;
* to reduce unemployment; and
* to promote economic growth across Alabama.

**2. SCOPE OF SERVICES**

The person or firm selected as the Alabama European Business Development Representative will be expected to provide the following services:

1. **State Promotion**. The Business Development Representative will serve as the State of Alabama’s Representative in Europe and will obtain information developed and compiled by Commerce in order to be prepared to respond to inquiries from European businesses interested in Alabama. The representative will have a reasonable knowledge of Alabama business assets, taxation, labor force, and workforce training in order to professionally represent Alabama.
2. **Development of Leads**. The Business Development Representative will develop leads, make contact with German and European prospects and provide information to the prospects about economic development opportunities in the State of Alabama. The Business Development Representative will arrange meetings and introductions of Alabama parties to officials and business representatives when such parties travel to Germany and Europe.

Activities in support of lead generation may include but not limited to:

* 1. Trade Shows / Conferences / Seminars
	2. Business association interactions
	3. Direct business missions to cultivate leads
	4. Cultivate relationships with site location consultants

The European Business Development Representative should be comfortable communicating in the English language as well as other languages of central Europe. Additionally, the representative will interact with Commerce recruitment and trade personnel to have a thorough understanding of existing Alabama targeted sectors and will be able to research and identify new market sectors that appear primed to expand their market into the U.S., specifically to Alabama. The representative will develop strategies and tactics to engage the business sector, and will network and communicate directly with industry management with an end goal of creating business opportunities for Alabama. The respondent will be expected to submit a monthly report of contacts and activities.

1. **Trade**. The European Business Development Representative will maintain appropriate and necessary relations with German and European government authorities and promote trade between Alabama business and European industries as well as business groups. The representative will select appropriate promotional materials produced by the State of Alabama and will produce promotional materials to promote Alabama as a location of choice for business opportunities and trade with Alabama companies. With the approval of Commerce, the selected firm or person will:
2. Translate, edit, and distribute materials. Create direct mail and/or electronic advertisement and also a public relations campaign for the promotion of the State of Alabama.
3. Respond to specific information requests. Typical questions would be to address export-related issues such as import documentation, customs procedures, etc.
4. Respond to quick market assessments. Vet out if Alabama products could be successful in the EU, possibly by contacting industry experts.
5. Prepare a program for official visits by the Governor of Alabama, Commerce, and other appropriate persons from the State of Alabama to Germany or central Europe and other activities as directed by the Secretary of Commerce.

**3. PROPOSAL CONTENT**

Each proposal is to contain specific responses to each of the following requests. (Respondents are encouraged to respond fully to each inquiry, but to be as concise as possible. Submit the response to each item on a separate page, with the item reproduced at the top of the first page of the response.)

1. Submit a cover letter summarizing your proposal. The cover letter should specify that you are legally authorized to commit the respondent to all terms and conditions contained in the proposal. Please limit the cover letter to no more than two pages.
2. Provide general information regarding the respondent or firm. Include a brief description covering ownership, organizational structure, size, and capitalization. Include the respondent’s correct address, telephone, email address and webpage (if applicable). Include information relating to the respondent’s previous business development, international trade and/or investment experience and successful lead generation in any relevant sales position.
3. Set forth in detail how the respondent will provide the requested representation, including the cost of the services. These costs should include identified services and travel costs from home or physical office. Alabama prefers a specified point-of-contact that would be recognized as the Alabama Business Representative. Please include a list of the individual employees of the respondent, if any that will be working in this office in support of the respondent and in what capacity. Describe how the respondent will be available on a full or part-time basis. Include a brief resume, educational training and experience, not to exceed one page, of each individual that will interact with clients on Alabama’s behalf.

\*The Responder hereby agrees and acknowledges that it shall not represent, offer services to, or engage in any work on behalf of any competitor states, regions, or localities without the express prior written approval of the Alabama Department of Commerce. A "competitor state" includes all states within the Southeast region of the United States, which are: Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Ohio, South Carolina, Tennessee, and Virginia, as well Indiana, and Texas. This includes any representation or consulting services that may create a conflict of interest, directly or indirectly, with the interests of Alabama in relation to economic development, business recruitment, or any other activities covered under this agreement. The Responder further agrees to notify the Alabama Department of Commerce promptly if it intends to represent any competitor entity and obtain the necessary written consent before proceeding with any such representation.

1. Provide references from prior international trade or economic development recruitment in which the respondent has participated. In the alternative, the respondent may submit references from previous employment with a German-based company. The references should be a governmental or business official with whom the firm or person has worked closely on each transaction. For each reference, provide the individual’s name, title, address, and telephone number.
2. Provide a summary of any inquires, investigations, or litigation over the past five years; including those that are currently active that concerns any involvement by the respondent or employees with international trade or economic development recruitment. Include a description of any action against your firm or employees by a court or regulatory authority, including fines, suspensions, etc.
3. To be considered, proposal responses to the RFP must include a brief transmittal letter along with fully completed copies of the following exhibits:
	1. Exhibit A: Proposal
	2. Exhibit B: Vendor Disclosure Statement [see attached]
	3. Exhibit C: Beason-Hammon Immigration Status Affidavit and Certificate of Compliance (must be submitted prior to award of contract) [see attached]
	4. Exhibit D: Proof of the Responder’s enrollment in E-Verify
	5. Exhibit E: W-9 Request for Taxpayer Identification Number and Certification (Rev. March 2024)
	6. Other required documentation, as requested by Commerce during the course of the solicitation process.

**4. Compliance with Alabama Law**

All duties of the Responder will be set forth in an agreement to be entered into between the selected Responder and Commerce. The agreement will last for a period of two years with an option to renew for an additional two years at the end of the initial term.

Issuance of this RFP in no way constitutes a commitment by Commerce to award a contract. Provisions of this RFP and the accepted Proposal may be incorporated into the contract should Commerce so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney’s fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services. Other general terms and conditions that shall be included in the contract include but are not limited to:

1. Termination. Commerce reserves the right to terminate the agreement with thirty (30) days’ notice if the terms of the proposal and/or contract are violated. Termination of the contract by Responder without cause can only occur with at least one hundred and sixty (60) days’ notice prior to the termination of the contract.
2. Boycott. In compliance with Alabama Act 2016-312, Responder certifies that it is not currently engaged in, and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
3. Economic Boycott. Pursuant to Alabama Act No. 2023-409, Responder certifies that it is not currently engaged in, and will not, during the term of the contract, engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.
4. Not a Debt. Nothing contained in the Agreement shall constitute as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
5. Immigration. Pursuant to Code of Alabama § 31-13-9(k), for the duration of the Agreement, Responder affirms that it will not violate federal or state immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Responder is found to be in violation of this provision, it shall be deemed in breach of the agreement and Responder shall be responsible for all damages resulting therefrom. Along with its Proposal, Responder must provide documentation evidencing its participation in the E-Verify program.
6. Governing Law. The Agreement shall be governed by and interpreted under the laws of the State of Alabama, without regard to conflicts of law provisions. Without waiving sovereign immunity, the parties agree that any dispute between the parties for which judicial resolution in the State or Federal court system is appropriate shall be resolved in the courts of the State of Alabama or Federal courts located within the State of Alabama. Should that effort fail, and the dispute involves the payment of money, Responder’s sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of any contract, that are not resolved by negotiation, shall be resolved by an appropriate form of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
7. Assignment. Any contract which results from this solicitation shall not be assignable by Responder without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.
8. Merit System Exclusion. It is understood and agreed that Responder is an independent contractor and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

By providing a Proposal pursuant to this RFP, Responder acknowledges and agrees to the following:

1. Responder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If Responder cannot certify this statement, Responder must attach a written explanation for review by the Chief Procurement Officer.
2. Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. Responder is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at https://alison.legislature.state.al.us/contractreview . If a contract resulting from this RFP is to be submitted for review the Responder must provide the forms and documentation required for that process.
3. All proposals received and subsequent communications, contracts, reports, and other records developed during the course of the relationship, except as may specifically be exempted, will be subject to the Alabama Open Records Act, Section 36-12-40, Code of Alabama (1975), and may be subject to public disclosure upon request. The Open Records Act is remedial and should therefore be liberally construed in favor of the public. The Alabama Trade Secrets Act is codified in Sections 8-27-1 through 8-27-6, Code of Alabama (1975). Responders are cautioned to be familiar with these statutes. The burden is on the one asserting the trade secret to show that the information sought to be protected meets the definition of a “trade secret” as defined in the Act. Any RFP proposal submitted that contains confidential, trade secrets or proprietary commercial information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as such. Identification of the entire bid proposal as confidential is not acceptable unless the Responder enumerates the specific grounds or applicable laws that support treatment of the entire material as protected from disclosure according to the foregoing statutes or other applicable Alabama law. The owner of the confidential information shall indemnify and hold the State of Alabama, Commerce and their respective staffs harmless from all costs or expenses, including but not limited to attorney fees and expenses related to litigation, concerning disclosure of said information and documents.

By submitting a response, Responder hereby affirms the following: I acknowledge receipt of the solicitation and all amendments. I have read the RFP and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this RFP. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I acknowledge and agree that the State may declare the contract void if this certification is false.

**5. EVALUATION PROCESS**

A review committee will examine each proposal submitted. Commerce may elect to conductinterview with finalists. Commerce expects a final selection by June 4, 2025.

**6. EVALUATION CRITERIA**

Proposals will be evaluated on the basis of their responsiveness to the items contained in the “Content” section of this Request for Proposals. It is expected that the review committee will rate responses according to the following weights:

**Criterion**  **Weight**

Experience, stability and reputation 40%

Understanding of and responsiveness to REP 20%

Quality and Level of Staffing 20%

Cost 20%

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Responder. Commerce reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

All proposals must be received by the Department of Commerce of the State of Alabama by 3 p.m. CDT on April 25, 2025, the RFP response close date. It is solely the responsibility of each responder to ensure timely delivery of the proposal. Proposals received after the specified deadline will not be considered. Responders should submit either (a) an electronic copy of the proposal, including all attachments to christy.knight@commerce.alabama.gov.

Proposal response packages should be sealed and labeled “**Response to International Office RFP**” and should clearly indicate the Responder’s name.

* Faxed submissions are not acceptable.
* Please respond to all questions and provide all information in the order requested. Proposals with missing information will be considered as non­responsive and will not be considered.

# **7. QUESTIONS CONCERNING THE REQUEST FOR PROPOSAL**

1. Any questions regarding this RFP shall be submitted to Christy.Knight@commerce.alabama.gov no later than 3pm CDT April 4, 2025. All questions and answers will be attached to the RFP and uploaded as an amendment as soon as possible.
2. RFP Close date: 3pm CDT April 25, 2025.